

Leaving a Practice

What to Do When Leaving a Practice

When starting a new opportunity at a new clinic, no one wants to think about the possibility of leaving. You're excited about starting a new promising opportunity so your focus is on how to thrive in your new environment. However, your time at a clinic may end for any reason. You may decide it's no longer the right opportunity for you, the conditions of employment you're looking for may have changed, you may be moving to a new area, or the clinic may decide the arrangement isn't working out for whatever reason.

Below are some things you need to consider about leaving a practice before you start any new opportunity.

Non-Compete and Non-Solicitation Clauses

Non-solicitation clauses limit the RMT from soliciting businesses from patients they saw at the previous location. This could include things like calling or emailing previous patients and telling them to visit the new RMT at their new location.



When faced with a non-compete or non-solicitation clause consider:

- Is it reasonable? A non-compete clause is only enforceable if it's reasonable, which will depend on where you live and the employment market in that area. For example, if you live in a small town, a non-compete clause with a radius of 10 km might mean you're not able to work in that town, which would not be reasonable. If you're unsure, contact a lawyer to determine if the clause is reasonable.
- Do you agree with it? Some RMTs may sign a contract that has a non-compete clause or non-solicitation they disagree with because they believe it will be non-enforceable. It's considered unethical to sign a contract when you don't intend to follow all of the terms, and you have no guarantee that a court will take your side.
- No one "owns" the patient, regardless of what a non-solicitation clause might say. The patient can choose to seek health care from whatever health professional they'd like.
- Would it fulfil what should be its intended purpose? A non-compete clause shouldn't limit your ability to find gainful employment or the patient's ability to seek care wherever they choose. Limiting either of these things would be illegal. A non-compete clause should be intended to limit a clinic's loss of business assets when a therapist moves on.
- If you're unsure whether a non-compete or non-solicitation clause is reasonable, you should consult a lawyer to review it. RMTAO members who have purchased their professional liability insurance through the Trisura Portal have access to a free unlimited consultation with a lawyer.



Remember your obligations.

There are certain things that the College of Massage Therapists of Ontario (CMTO) requires when an RMT leaves a practice. This includes:

- **Record retention.** The patient's health records can be kept with the RMT, or with the clinic. The records should be kept 10 years after the patient's last appointment or 10 years after their 18th birthday, whichever is later.
- **Contacting the patient.** The RMT has the obligation to notify their patients that they are leaving the practice, though they do not need to tell patients where they are going. This is to inform the patient where they can continue care if needed (either with the RMT or at the clinic) and where they can access their health records. The clinic can also provide patients with this information on the RMT's behalf. This can be done in person, over the phone, by letter or by email.
- **Ensuring you have access to the records.** If the records are staying with the clinic, the RMT should ensure that they have access to the records as needed. The RMT can either take copies of the record or reaching an agreement to allow for access to the records.

No matter what happens when it comes time to leave a practice, it's important that you ensure you stay professional. Although some clinic owners may make it more complicated to fulfil your obligations, whether that's due to lack of knowledge or desire to protect their assets, having an outline of what should happen when you leave before you start can eliminate potential conflict. The preparations for potentially one day leaving a clinic should start as soon as you begin reviewing a new contract. By thinking about how you will handle your obligations in advance, you can ensure that whenever you do need to leave a practice, things will run smoothly.